

DynCorp Fort Rucker**Collective Bargaining Agreement****14.7 CREDIT IN MONTH OF TERMINATION**

A seniority employee will receive vacation credit for the month in which he is terminated or indefinitely laid off, provided he has worked 80 hours of credited service for that month, computed in accordance with Section 14.2.

14.8 ACCRUAL RATES Employees will accrue vacation credits at the following rates:

VACATION LEAVE ACCRUAL RATES	HOURS ACCRUED PER MONTH
Less than 8 years seniority	6.6667
8 years but less than 12 years seniority	10.0000
12 years but less than 17 years seniority	13.3333
17 years but less than 22 years seniority	16.6667
22 or more years seniority	20.000

14.9 VACATION SCHEDULES

Before September 1, the Company will determine the number of employees by classification and overtime project who, based on programmed requirements, may be granted vacation for each week during the one (1) year vacation period beginning October 1. The Company will set up tentative vacation schedules based on the employees' seniority and production requirements, attempting to meet the desires of the employees for taking a vacation when possible. A "scheduled vacation" under this Article is vacation scheduled in 40-hour increments in October of each year. Employees will be allowed to schedule two (2) weeks vacation on the first round of scheduling, another two (2) weeks on the second round of scheduling, then the remainder in 40-hour increments on the third round of scheduling. All vacation under this paragraph will be scheduled in 40-hour increments. An employee may leave up to 80 hours to be used under Section 14.11. If a dispute arises among employees in the same job classification and overtime project as to the time of taking a vacation, seniority shall prevail.

14.10 LIMITATIONS ON SCHEDULING

Vacation schedules will provide that at least one-twelfth, including those on military leave, by classification and overtime project, will, if requested, be on vacation each week during June, July, August and September.

14.10(a) In a classification with populations of four (4) or less employees on each shift in an overtime project at a location, the classification on the shifts may be combined, and the most senior of the combined group requesting vacation will be scheduled, so that at least one employee may be on vacation at all times during the months of June, July, August and September.

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14.11 RESERVED VACATION HOURS

Employees with accrued vacation reserved after vacation is scheduled under Section 14.9 will have the following options:

14.11(a) He may sell all reserved hours at his regular rate in effect on January 20. He must advise the Company of his decision to sell on or before January 20 of each year, and will be paid for the hours sold on the paycheck received following the first full pay period in February.

14.11(b) Any vacation reserved but not sold under Section 14.11(a) above may be used in any increments at the employee's option, production requirements permitting. All such vacation not used by September 30 will be paid at the employee's regular rate in effect on September 30. Vacation will be scheduled under Sections 14.13, 14.14(c) or 14.15, as applicable.

14.12 SEVEN CONSECUTIVE DAYS – Definition of a Week's Vacation

A week's vacation is seven consecutive 24 hour days which begins at the employee's assigned starting time on the first day of his workweek and ends 168 hours later. Return from a week's vacation shall be at the end of the 168-hour period unless affected by a holiday as provided in Article 12, or unless notified to report otherwise.

14.13 SPLIT VACATIONS

An employee may split his vacation weeks or take all weeks consecutively, except as otherwise provided in Section 14.9, or may take less than one week as authorized in Section 14.15. When less than one week is taken, vacation leave approval will depend upon production requirements, but seniority and length of vacation will be the determining factor for preference in accordance with Section 14.15.

14.14 RESCHEDULING VACATION

Vacations will be rescheduled during the vacation year as follows:

14.14(a) Scheduled vacations will be approved four (4) weeks before the scheduled vacation dates and will not be subject to the rescheduling process in this section except when necessary due to production requirements or a bona fide emergency situation affecting employees and their availability for work. Shift changes will not be made solely for the purpose of permitting an employee to take his vacation during a preferred vacation date. Unscheduled vacations do not compete with scheduled vacations.

14.14(b) An employee transferring to a vacation (overtime) project may displace lower senior employees in that project to obtain preferred scheduled vacation slots. Affected employees will have the same rights.

14.14(c) Should the Company increase the number of scheduled vacation slots for one (1) or more weeks within a vacation (overtime) project or should vacant vacation slots become available for any reason, the slots will first be available to employees by seniority with scheduled vacation under Section 14.9 for a period of 15 days. An employee returning from TDY who did not take scheduled vacation while on TDY will compete for vacant slots under this section. After 15 days, the

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slots may be claimed by employees with reserved vacation under Section 14.11. Once claimed, it will be treated as scheduled vacation. Among employees with reserved vacation claiming available slots, longer vacations will receive preference over shorter vacations; vacation requests of equal length will be assigned to the most senior employee by classification and overtime project.

14.14(d) Should the Company reduce the number of scheduled vacation slots for one (1) or more weeks within a vacation (overtime) project, affected employees may displace lower seniority employees for preferred scheduled vacation slots. Likewise, such displaced employees will have the same rights.

14.14(e) Should an employee break a full week of scheduled vacation, only an employee with a full week of scheduled vacation may compete by seniority to displace that employee with the broken week. The employee with the broken week will be required to reschedule the broken week at a time which does not conflict with the desires of any employee with a full week.

14.14(f) Should the Company at any time find the vacation rescheduling process in accordance with the above guidelines to be impractical, the Company may at its option reschedule the total vacation (overtime) project following the same considerations as in the original scheduling.

14.15 LESS THAN FULL WEEK

Less than full weeks of vacation may be arranged outside the normal vacation schedule, as production requirements permit, on notice of one week or less, but will not be confirmed until the last workday before the first vacation day. When approving such vacations, priority will first be given to the longer period requests and then to employees with equal length requests in accordance with seniority.

14.15(a) Employees who are granted one (1) or more vacation days during unscheduled periods will identify which scheduled vacation week is to be adjusted. All adjustments must be made to the same week until all days in that week are removed from the schedule. No scheduled weeks can be broken until all reserved vacation under section 14.11 has been taken.

14.16 LESS THAN EIGHT HOURS

An employee with less than 8 hours vacation leave may receive leave without pay to cover the remainder of the day or he may work the remainder of the day, not to exceed eight (8) hours within the employee's regular scheduled shift.

14.17 IN LIEU OF TEMPORARY LAYOFF

Employees may take accrued vacation leave for any absence due to temporary layoff.

14.18 PRIOR SERVICE CREDIT

An employee's previously established and unbroken continuous service with prior contractors on this contract and with the Company will be used in computing an employee's credited service for vacation accrual purposes.

14.19 MAINTENANCE TEST PILOT'S NON-PAID VACATION

A Maintenance Test Pilot with three (3) years or more seniority may request, and may be granted, production requirements permitting, one additional week of vacation leave without pay, if his absence does not cause cancellation of a less senior Maintenance Test Pilot's scheduled vacation or cause more than one (1) Maintenance Test Pilot at each field to be on vacation, vacation leave without pay, and/or military leave at one time. Vacation leave without pay will not be scheduled until after all of the employee's vacation leave with pay has been taken. Vacation leave without pay will be computed for automatic increases according to Section 19.6. Preference for scheduling vacation leave without pay will be according to seniority of Maintenance Test Pilots who are eligible for and seeking such leave.

14.20 COUNTED AS TIME WORKED

Paid vacation leave will be counted as time worked.

14.21 ONE-TENTH HOUR INCREMENTS

Employees may take accrued vacation leave in one-tenth hour increments.

14.22 BASIS OF ACCRUAL

All paid leaves will be counted as time worked for accrual of vacation leave.

ARTICLE 15 PERSONAL LEAVE**15.1 ACCRUAL RATE**

An employee will accumulate personal leave at the rate of six (6) hours per month, credited to the employee's personal leave account on the first day of each month, provided the employee worked at least 80 hours during the preceding month. Authorized military leaves of 15 days or less, paid vacation leave, paid personal leave, jury duty leaves, paid holidays, temporary Christmas layoff, time spent by the Union Negotiating Committee on Union business, and the first five (5) years of absences due to compensable injuries as defined by the Worker's Compensation Act of Alabama will be considered as hours worked for the purpose of computing credited service for personal leave.

15.2 AFTER PROBATION

After 90 days of employment, an employee will have credited to his personal leave account any earned personal leave from date of hire.

15.3 CARRY OVER

One time the annual accrual rate, or a maximum of 72 hours personal leave, may be carried over to the following year. Any hours not carried over to the following year and all accrued hours in excess of 72 hours as of September 30 of each year will be paid off at the employee's regular rate as of September 30.

15.4 PAY OFF AT TERMINATION OR LAYOFF

In the event a seniority employee is indefinitely laid off or terminated for any reason, he will receive his total accumulated unused personal leave earned as of the date of termination. An employee will receive personal leave credit for the month in which he is terminated or indefinitely laid off, provided he has worked 80 hours for that month. Employees who displace other employees in a classification and ultimately get displaced by classification and are laid off will be paid for accrued leave at their rate of pay on the effective date of the initial layoff, provided the affected employees are laid off within 15 consecutive days from the initial layoff. Employees whose employment is extended beyond 15 days to meet contract requirements will be paid for accrued leave at their rate of pay on the effective date of the initial layoff.

15.5 IN LIEU OF TEMPORARY LAYOFF

Employees may take accrued personal leave for any absence due to temporary layoff. Employees may take accrued personal leave in increments of one-tenth of an hour.

15.6 WHEN PAID

Personal leave pay will be at the employee's regular rate as defined in Article 19, in effect when the personal leave is taken, and will be included in the employee's next paycheck unless there is a technical malfunction of applicable Information Technology Support Department equipment.

15.7 BASIS OF ACCRUAL

All paid leaves will be counted as time worked for accrual of personal leave.

**ARTICLE 16 MACHINISTS NON-PARTISAN POLITICAL LEAGUE
CHECK-OFF**

16.1 PAYROLL DEDUCTIONS

During the existence of this Agreement, the Company, insofar as permitted by state or federal law, shall deduct out of current net earnings from the second check each month voluntary contribution to the Machinists Non-Partisan Political League upon receipt of and in accordance with a deduction authorization form, duly executed by the employee, and shall continue deductions until such authorization is revoked by the employee. The deduction will be in whole dollar amounts. The deduction may be canceled or modified by the employee at any time, provided that, if it is canceled or modified, it cannot be reinstated or modified again for six (6) months.

16.2 INDEMNIFICATION OF COMPANY

The Union agrees to and does hereby hold and save the Company harmless from any and all liability, responsibility, or damage for deduction, payment authorization, or notification as provided for in this Article, specifically including, but not limited to, the Company's agreement to honor the check-off authorization form by which employees authorized DynCorp to deduct contributions from the employee's paycheck, and the Union assumes full responsibility for the disposition of the funds so deducted when turned over to the Treasurer of the Machinists Non-Partisan Political League.

16.3 WHEN DEDUCTED

Deduction from money due the employee pursuant to this Article shall be made from the net earnings due the employee payable on the second regular payday in each month, provided the Company has received such authorization from the employee by the 25th day of the preceding month in which such deductions are made. There shall be only one (1) remittance per month by the Company.

16.4 WHEN REMITTED

Deductions shall be remitted to the Treasurer of the Machinists Non-Partisan Political League not later than 10 days following the payday on which the deductions were made. The Company shall furnish to the Treasurer of the Machinists Non-Partisan Political League at the same time, a list showing those members for whom deductions have been made and the amount thereof.

ARTICLE 17 GENERAL

17.1 SAFE CONDITIONS

The Company shall maintain safe and healthful conditions including safety equipment as is necessary to protect employees from injury. It is the desire of both parties to this Agreement to maintain high standards of safety in the operations of the Company in order to eliminate, as far as possible, industrial accidents and illnesses.

17.2 RAIN SUITS AND HATS

The Company shall furnish rain suits, rain boots and rain hats to employees who are directed to perform outside duties during inclement weather.

17.3 PROTECTIVE CLOTHING

The Company shall furnish coveralls to aircraft refinishing specialists and protective clothing (coveralls and/or aprons) for employees assigned in the cleaning shop, armament shop, battery shop, plating shop and paint shop. Employees provided coveralls or protective clothing must wear the clothing while on duty.

17.4 SMOKING AREAS

The Company will designate smoking areas not in violation of Army and insurance regulations. Employees may smoke during such times as the Company may designate. The use of tobacco products inside aircraft or Company or government vehicles is strictly prohibited.

17.5 BREAK AREAS

The Company will attempt to provide inside break areas and refrigerated lunch storage bins or refrigerators at each break area. Documentation of request and follow-up will be provided upon request to the Union Grievance Committee person. Refrigerators, microwave ovens and any other food preparation and/or storage devices shall be confined to the break area unless prior permission is granted by the Company.

17.5(a) The Company will attempt to have all inside work areas properly heated. Documentation of request and follow-up will be provided upon request to the Union Grievance Committee person.

17.6 EMPLOYEE PHYSICALS

Those employees entitled to take a Company paid physical examination (other than physical clearance required to return to work) will be paid for the time required to take the physical at his straight time regular rate of pay, and will receive transportation furnished by the Company or POV mileage. The Company will make every reasonable effort to schedule physicals during normal working hours.

17.6(a) All maintenance employees that routinely work with Rangefinder/Designator Lasers will be placed in an occupational vision program in accordance with AR 40-46 and TB MED 524.

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17.6(b) Employees in the job classifications of Computer Operator and Computer Programmer will be reimbursed for 50% of the actual cost of one eye examination annually.

17.7 FLIGHT PHYSICALS

The Company may, at its option, designate an FAA Medical Examiner and/or Government Flight Surgeon to conduct required employee flight physicals. When employees are required to take their flight physicals at a Company designated facility, the Company will make all appointments and will schedule the employees to meet those appointments. The Company will pay all doctors' charges resulting from the examination except where follow-up treatment is covered by insurance.

17.8 PAY FOR FLIGHT PHYSICALS

An employee who is scheduled and takes his flight physical will be paid for the time required to take his flight physical at his straight time regular rate of pay. Subsequent scheduled visits to the Medical Examiner, which are documented to be follow-up examinations to, or treatment resulting from the annual flight physical will also be paid for the time required for the visit at the employee's straight time regular rate of pay and will receive transportation furnished by the Company. The Company will make every reasonable effort to schedule the physical during normal working hours.

17.9 FAILING A FLIGHT PHYSICAL

Copies of all flight physicals must be provided to Flight Operations. A Maintenance Test Pilot who fails his required physical(s) shall be given a leave of absence in accordance with Article 5 or allowed to exercise his options under Section 35.14.

17.10 INJURY ON THE JOB

An employee injured on the job, who is taken off the job on the day of the injury for treatment will receive pay for the remainder of his scheduled workday to include all time required for medical treatment and testing not to exceed a total of twelve (12) hours. Should the employee be admitted for in-patient treatment on the day of the injury, paid time will stop at the time of admission or the end of his/her scheduled workday, whichever is later. The Company will furnish transportation without delay for an injured employee to receive medical attention from a local doctor who may be chosen by the employee subject to Company approval. Treatment for worker's compensation cases in a doctor's office, clinic or hospital will be on Company time if a doctor's certification is furnished the Company by the employee specifying the treatment and appointment is during the employee's working hours. Transportation for such subsequent treatment is furnished by the employee.

17.11 DOCUMENTATION OF MEDICAL VISITS

All medical visits under Section 17.10 must be documented by a completed medical pass in order to qualify for pay under this Article. All other medical visits must be documented by appointment slip in order to qualify for pay under this Article.

17.12 PROTECTIVE FLIGHT CLOTHING

All employees required to fly on military aircraft shall be provided Government furnished protective flight clothing and equipment.

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17.12(a) Exchange, return and acquisition of flight clothing and equipment will be on Company time.

17.12(b) Employees are not required to fly on aircraft while participating in student training unless an instructor pilot is at the flight controls.

17.12(c) Employees are not required to fly as a passenger on aircraft with known dynamic component implants.

17.13 RESPIRATORS

Employees whose job functions require the use of a half-face respirator will be clean shaven to the extent that no facial hair is present anywhere the respirator seal touches the face when the respirator is properly worn. Employees whose respirator protection needs are met by the use of a hood with supplied air are exempt from this requirement provided their job function never requires the use of a half-face respirator.

17.14 AMERICANS WITH DISABILITY ACT

The Company and the Union agree to make every reasonable accommodation, seniority permitting, for disabled employees including location transfer, changes in shift assignments and/or reclassification utilizing the displacement options in Section 4.7.

17.15 EMPLOYEE PERSONAL TOOLS

The Company will be responsible for providing adequate areas and equipment, (i.e. chains and secure racks), for securing employee(s) tool boxes and rollaways.

17.16 COMMERCIAL DRIVER'S LICENSE

Commercial Driver's License (CDL) including all necessary endorsements, when required by the job classification, will be obtained by the employee. Any study time required will be on his own time. The Company will pay the expense of the test, license and time spent to take the test at his straight time rate. Government vehicles used during the driver's test for a CDL will be provided when authorized by the government.

ARTICLE 18

CONTRACT PROVISIONS

18.1 WAIVERS NOT PRECEDENT SETTING

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of such breach or condition.

18.2 SAVINGS CLAUSE

Should any provision or provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or law or by reason of any decree of a court of competent jurisdiction, such invalidation of such provision or provisions of this Agreement shall not invalidate the remaining portions hereof and the said remaining portions shall remain in full force and effect. In the event of such invalidation, the parties shall meet at a mutually agreeable time within thirty (30) calendar days to negotiate substitute provision(s) for such provision(s) rendered or declared invalid. Such negotiations shall be restricted and limited to determining substitute provision(s) for the same subject.

ARTICLE 19 WAGES

19.1 Employees in the Industrial Cleaner classification (Labor Grade 103) on October 4, 1989, who are assigned to the Service Attendant or Janitor classification on or after October 5, 1989 will progress to the maximum of Labor Grade 103, and will receive all general wage increases provided in section 19.5.

19.2 Employees whose classification is elevated to a higher rate range will first receive the general wage increase effective May 6, 2002, and then be paid as follows:

If currently at the maximum of the old rate range, they will receive the maximum of the new rate range on May 6, 2002.

If not at the maximum of the old rate range, they will be given equivalent credit for time worked in the classification toward an automatic increase, and will progress to the maximum in accordance with Section 19.5.

19.3 Welders who possess a valid Army welder's certification will upon furnishing a copy of such certification to the Company, be automatically promoted to Aircraft Welder, on the Monday following the date proof of certification is furnished to the Company, unless certification is furnished on Monday.

19.4 RED CIRCLED EMPLOYEES

The maximum rates of the following listed classifications will apply to employees hired on or after May 06, 2002. Employees on the payroll as of May 05, 2002 will receive the General Wage Increases (GWI's) as given in Sections 19.5(a), 19.5(b), and 19.5(c). If the GWI results in the employee's rate going above the maximum rate of his classification, they will be red circled. This section applies to the classifications of: Records Specialist, Production Control Specialist-ATTC, Aircraft Scheduler, Accounting Specialist, Administrative Specialist (General Clerk & Methods and Procedures Technician), Personnel Specialist, Material Clerk, QDR Technician, Records Clerk, Technical Publications Technician, Weight and Balance Technician, Fuel & Munitions Specialist, Computer Operator, Production Control Clerk, Material Inspector, Material Specialist, Plant & Facilities Mechanic, Labor Grade 103, Messenger, Janitor, and Aircraft Monitor.

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19.5 WAGE TABLES

During the term of this Agreement the hourly rate ranges will be as follows:

DIRECT LABOR EMPLOYEES

Job Classifications	Current	Effective 5/5/2002	Effective 5/5/2003	Effective 5/3/2004
	Min	Max	Min	Max
Maintenance Test Pilot	\$20.66	\$27.25	\$25.00	\$30.64
A/C Tech/NDT Inspector	\$13.11	\$20.64	\$15.62	\$23.45
EIL Technician	\$13.11	\$20.64	\$15.43	\$23.21
AAE&I Tech	\$13.11	\$20.64	\$15.43	\$23.21
Test Cell Technician	\$12.93	\$20.42	\$15.43	\$23.21
X-Ray/NDT Technician	\$12.93	\$20.42	\$15.43	\$23.21
AE&I Mechanic	\$12.93	\$20.42	\$14.94	\$22.75
Aircraft Welder	\$12.64	\$19.99	\$14.94	\$22.75
Aircraft Armament Tech	\$12.64	\$19.99	\$14.94	\$22.75
Machinist	\$12.64	\$19.99	\$14.94	\$22.75
Aircraft Mechanic	\$12.20	\$19.75	\$14.50	\$22.49
AMSS Aircraft Engine Shop Mechanic	\$12.20	\$19.75	\$14.50	\$22.49
AMSS Aircraft Hydraulic Shop Mechanic	\$12.20	\$19.75	\$14.50	\$22.49
ALSE Technician	\$12.12	\$19.54	\$12.67	\$21.24
A/C Structural Mechanic	\$12.12	\$19.54	\$12.67	\$21.24
Paint, Fabric & Upholstery Mechanic	\$12.12	\$19.54	\$12.67	\$21.24
A/C Refinishing Specialist	\$11.79	\$19.06	\$12.32	\$20.72
Welder	\$11.79	\$19.06	\$12.32	\$20.72
A/C Component Plater	\$11.79	\$19.06	\$12.32	\$20.72
Fabric & Upholstery Mechanic	\$11.79	\$19.06	\$12.32	\$20.72
Service Attendant	\$ 8.96	\$12.63	\$ 9.36	\$13.73
Apprentice A/C Mechanic	\$11.13	\$11.77	\$11.63	\$12.79
Apprentice Armament Mechanic	\$11.13	\$11.77	\$11.63	\$12.79

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INDIRECT LABOR EMPLOYEES											
Job Classifications	Current Rates		Proposed Rates		Effective 5/6/2002		Effective 5/5/2003		Effective 5/3/2004		
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	
Computer Programmer	\$13.51	\$22.74	\$13.51	\$22.74	\$15.69	\$24.26	\$17.13	\$25.73	\$18.71	\$27.26	
Records Specialist	\$10.79	\$19.75	\$11.56	\$20.42	\$12.32	\$21.27	\$12.81	\$21.70	\$13.32	\$22.13	
PC Specialist-ATTC	\$10.79	\$19.75	\$11.56	\$20.42	\$12.32	\$21.27	\$12.81	\$21.70	\$13.32	\$22.13	
Fuel & Munitions Specialist	\$12.20	\$19.75	\$12.20	\$19.75	\$12.75	\$20.24	\$13.26	\$20.64	\$13.79	\$21.05	
Aircraft Scheduler	\$10.79	\$19.75	\$10.79	\$19.75	\$11.28	\$20.24	\$11.73	\$20.64	\$12.20	\$21.05	
Accounting Specialist	\$10.38	\$19.06	\$10.79	\$19.75	\$11.28	\$20.24	\$11.73	\$20.64	\$12.20	\$21.05	
Administrative Specialist	\$10.38	\$19.06	\$10.79	\$19.75	\$11.28	\$20.24	\$11.73	\$20.64	\$12.20	\$21.05	
Personnel Specialist	\$10.38	\$19.06	\$10.79	\$19.75	\$11.28	\$20.24	\$11.73	\$20.64	\$12.20	\$21.05	
Material Clerk	\$10.79	\$19.75	\$10.79	\$19.75	\$11.28	\$20.24	\$11.73	\$20.64	\$12.20	\$21.05	
QDR Technician	\$10.79	\$19.75	\$10.79	\$19.75	\$11.28	\$20.24	\$11.73	\$20.64	\$12.20	\$21.05	
Records Clerk	\$10.63	\$19.39	\$10.79	\$19.75	\$11.28	\$20.24	\$11.73	\$20.64	\$12.20	\$21.05	
Technical Pubs Tech	\$10.79	\$19.75	\$10.79	\$19.75	\$11.28	\$20.24	\$11.73	\$20.64	\$12.20	\$21.05	
Wt & Bal Technician	\$10.79	\$19.75	\$10.79	\$19.75	\$11.28	\$20.24	\$11.73	\$20.64	\$12.20	\$21.05	
Computer Operator	\$12.03	\$19.54	\$12.03	\$19.54	\$11.28	\$20.24	\$11.73	\$20.64	\$12.20	\$21.05	
Material Inspector	\$12.03	\$19.39	\$12.03	\$19.39	\$12.57	\$19.87	\$13.07	\$20.27	\$13.59	\$20.68	
Production Control Clerk	\$10.38	\$19.06	\$10.63	\$19.39	\$11.11	\$19.87	\$11.55	\$20.27	\$12.01	\$20.68	
Material Specialist	\$11.79	\$19.06	\$11.79	\$19.06	\$12.32	\$19.54	\$12.81	\$19.93	\$13.32	\$20.33	
Plant & Facilities Mechanic	\$11.79	\$19.06	\$11.79	\$19.06	\$12.32	\$19.54	\$12.81	\$19.93	\$13.32	\$20.33	
Labor Grade 103	\$11.00	\$18.35	\$11.00	\$18.35	\$11.50	\$18.81	\$11.96	\$19.19	\$12.44	\$19.57	
Aircraft Monitor	\$ 8.96	\$12.63	\$ 8.96	\$12.63	\$ 9.36	\$12.95	\$ 9.73	\$13.21	\$10.12	\$13.47	
Messenger	\$ 8.19	\$12.63	\$ 8.19	\$12.63	\$ 8.56	\$12.95	\$ 8.90	\$13.21	\$ 9.26	\$13.47	
Janitor	\$ 8.19	\$12.63	\$ 8.19	\$12.63	\$ 8.56	\$12.95	\$ 8.90	\$13.21	\$ 9.26	\$13.47	

19.5 (a) Effective May 06, 2002, each employee will receive a wage increase of 4.5% of their respective rate of pay, which will be added to the minimum of each classification.

19.5(b) Effective May 05, 2003, each employee will receive a wage increase of 4% of their respective rate of pay, which will be added to the minimum of each classification.

19.5(c) Effective May 03, 2004, each employee will receive a wage increase of 4% of their respective rate of pay, which will be added to the minimum of each classification.

19.6 AUTOMATIC PROGRESSION

Automatic progressions within each classification will be paid as follows:

19.6(a) All employees whose basic hourly rate is less than the maximum rate of his current classification will receive a progression increase of one dollar (\$1.00) per hour for "Direct Labor Employees" as shown in Section 19.5 and one dollar twenty-five cents (\$1.25) for "Indirect Labor Employees" as shown in Section 19.5, or such part thereof as necessary to reach such maximum, upon completion of one (1) year in the current classification.

19.6(b) Time worked in one (1) classification toward an incremental increase shall not be transferable to another classification. However, employees who are reclassified by the Company to a classification which is lower or equal to his current classification will be credited with the time worked in his current classification. Automatic progression increases will be made effective on the Monday following the completion of the progression period, with each progression period being computed from the respective increase dates, or promotion dates, as provided in this Article.

19.7 TIME COUNTED FOR PROGRESSION

Paid vacation, paid personal leave, observed holidays, time spent on leave of absence which is less than 40 hours, time spent by the Union Negotiating Committee on Union business, and accumulated absence of less than 40 hours during said progression period as provided in Section 19.6 will be counted in computing such progression periods.

19.8 EFFECTIVE DATE OF CHANGES

Reclassification and all changes in pay will be made effective on Monday following the transfer or movement of employees or due date of a change unless such is made or due on Monday.

19.9 SECOND SHIFT BONUS

An employee assigned to and working on the second shift shall be paid a bonus of 50 cents per hour above his straight time basic rate for hours worked on such shift. Effective May 5, 2003 this second shift bonus shall be increased to 60 cents per hour.

19.10 THIRD SHIFT BONUS

An employee assigned to and working on the third shift shall be paid a bonus of 85 cents per hour above his straight time basic rate for hours worked on such shift. Effective May 5, 2003 this third shift bonus shall be increased to \$1.00 per hour.

19.11 ODD WORKWEEK BONUS

An employee assigned to and working on odd workweek as set forth in Section 10.5 shall be paid a bonus of 40 cents per hour above his straight time basic rate. Effective May 5, 2003, this odd workweek bonus shall be increased to 50 cents per hour.

19.12 BASE RATE

The terms "straight time basic rate", "basic rate", "base rate", and "basic hourly rate" as used in this Agreement mean the individual hourly rate of an employee exclusive of any shift premium, overtime pay or bonus of any type.

19.13 REGULAR RATE

The term "regular rate" as used in this Agreement means the employee's basic rate, plus any shift premium pay, leader pay, odd workweek pay, A&P bonus pay, radio telephone license bonus pay, Flight Mechanic bonus pay and Flight Engineer bonus pay.

19.14 A & P BONUS

Bonus payments for "A" and "P" licenses will be as follows:

19.14(a) A bonus of 30 cents per hour will be paid to each employee in the following classifications who has a valid FAA "A" or "P" license. A bonus of 50 cents per hour shall be paid to each employee in the following classifications who has a valid "A" and "P" license. The following classifications are eligible for bonus pay:

Aircraft Armament Technician	Armament, AE&I Technician
Aircraft Mechanic	Aviation Life Support Equipment Technician
Aircraft Refinishing Specialist	Avionics, Electrical & Instrument Mechanic
Aircraft Structural Mechanic	Machinist
Aircraft Technical/NDT Inspector	Maintenance Test Pilot
Aircraft Welder	Materiel Inspector
AMSS Aircraft Engine Shop Mechanic	Production Control Specialist -- ATTC
AMSS Aircraft Hydraulic Shop Mech	QDR Technician
Apprentice Aircraft Mechanic	Test Cell Technician
Apprentice Armament Mechanic	Weight and Balance Technician
	X-Ray/NDT Technician

19.15 RADIO LICENSE BONUS

Any employee in the classifications of Armament, Avionics, Electrical and Instrument Technician, Avionics, Electrical and Instrument Mechanic, or Electronic Instrument Laboratory Technician who possesses/obtains and retains a valid second class or general FCC radio telephone license shall be paid a bonus of 50 cents per hour. Aircraft Technical/NDT Inspectors, regardless of hire date, who possess/obtains and retains a valid second-class or general FCC radio telephone license shall be paid a bonus of 50 cents per hour when assigned to the EETF.

19.16 FLIGHT BONUS – MAINTENANCE TEST PILOTS, FLIGHT ENGINEERS AND FLIGHT MECHANICS

Maintenance Test Pilots, Flight Mechanics and Flight Engineers required to fly between the hours of official sunset and sunrise shall receive a bonus of \$5.00 per test flight. For the purpose of this section, a test flight is defined as: the flight(s) of a single aircraft resulting in either (1) a release, (2) a reject, or (3) an incomplete due to end of shift or reassignment.

19.17 FLIGHT BONUS – CREW MEMBERS

Flight crew members will be paid a flight bonus of \$3.00 per hour for propeller driven aircraft (including helicopters) and \$5.00 per hour for jet propelled aircraft (no props) when performing flight crewmember duties. A minimum of one (1) hour's flight pay will be paid for the first ascension on any calendar day. For additional ascensions on the same calendar day, flight pay shall be at the rate specified above, computed to the nearest one-tenth of an hour. This paragraph does not apply to Maintenance Test Pilots, Flight Mechanics, Flight Engineers, Leaders, and passengers, whether or not they are holders of flight crewmember cards. Employees required to fly on functional check flight aircraft for any reason will receive the flight pay bonus.

19.18 FLIGHT ENGINEER BONUS

All employees specifically assigned and designated in writing as Flight Engineers will be paid a bonus of 75 cents per hour. Substitute Flight Engineers shall receive the same bonus for all hours specifically assigned in writing and worked as a Flight Engineer.

19.19 LEADER BONUS

All employees specifically assigned and designated in writing as Leaders will be paid a bonus of \$1.00 per hour. Temporary Leaders shall receive the same bonus for all hours specifically assigned in writing and worked as a Leader.

19.20 FLIGHT MECHANIC BONUS

All employees specifically assigned and designated in writing as Flight Mechanics will be paid a bonus of 75 cents per hour. Substitute Flight Mechanics shall receive the same bonus for all hours specifically assigned in writing and working as Flight Mechanics.

19.21 AIRCRAFT RUN-UP BONUS

A bonus of 90 cents per run-up will be paid to all employees holding aircraft run-up cards. Employees now holding aircraft run-up may retain them, if required, and additional run-up cards will be issued when needed within classifications, locations, shifts starting times and overtime projects on a voluntary basis by seniority. This provision does not apply to Maintenance Test Pilots.

19.22 RECEIPT OF PAY CHECK

Employees will receive their pay bi-weekly on Company time, unless such pay is mailed or deposited by bank automated distribution or deposited by electronic funds transfer. Postal department delays or technical malfunctions occurring in applicable Information Management equipment resulting in delays will not be subject to grievance procedure.

19.23 PAY AT TERMINATION OR LAYOFF

Any employee laid off or terminated will be paid in full on the payday occurring during the following pay period.

19.24 RECLASSIFIED EMPLOYEES

Employees reclassified, returning from layoff, or temporarily transferred will be paid as follows:

19.24(a) An employee who changes classifications to a lower classification will be paid the maximum rate of such lower classification, or his current rate, whichever is lower; or if returning from layoff, his last rate including general increases he would have received had he not been laid off, or the maximum rate of the lower classification, whichever is lower. If he previously held the classification, he will be paid the rate he previously received in that classification if it is higher than his current rate of pay. But in no event will the employee be paid more than the maximum rate of the classification being entered.

19.24(b) An employee who changes classifications to a classification with the same pay rate will be paid his current rate; or if returning from layoff, his last rate including general increases he would have received had he not been laid off. If he previously held the classification, he will be paid the rate he previously received in that classification if it is higher than his current rate of pay. But in no event will the employee be paid more than the maximum rate of the classification being entered.

19.24(c) An employee who reclassifies to a higher classification will be paid as follows:

19.24(c)(1) If reclassified in his line of progression, he will be paid the minimum rate of the higher classification, or his current base rate plus \$.75, whichever is greater.

19.24(c)(2) If reclassified outside his line of progression, he will receive the minimum rate of the higher classification or his current base rate of pay, whichever is greater.

19.24(c)(3) If he previously held the classification, he will be paid \$.75 increase over his present rate, or the pay rate he previously received in that classification including general increases, whichever is higher.

19.24(c)(4) If returning from layoff, he will be paid the minimum rate of the higher classification or his last rate including general increases, whichever is higher; or if returning from layoff to a classification he previously held, he will be paid the pay rate he previously received in that classification including general increases, but not less than his present rate.

19.24(d) An employee who is temporarily reclassified to a higher classification for four (4) or more hours will be paid for all time spent in the higher classification as provided in Section 35.13 and shall receive the minimum rate of the higher classification or his present rate, plus 20 cents, whichever is higher. If he previously held the classification, he will be paid the pay rate he previously received in that classification including general increases.

ARTICLE 20 SUPERVISORS WORKING

Supervisors and employees not covered by this Agreement shall not perform work normally performed by employees in a bargaining unit, except in cases of emergency, research work, audit, experimental or work of a special mechanical nature, when necessary, or to instruct employees properly. The term "emergency" is defined to mean an unforeseen combination of circumstances which call for immediate action. This will not be construed to prevent employees outside the bargaining units from performing work normally within their regular duties.

ARTICLE 21 DRUG ABUSE AND ALCOHOL MISUSE PREVENTION

21.1 GOALS

The Company and the Union agree to work toward the goal of establishing a work force that is free of drug abuse and alcohol misuse. Both are committed to this end to foster safety, productivity, and compliance with the Drug-Free Work Place Act of 1988 and applicable Federal and State laws, statutes and regulations. Accordingly, it is agreed that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is strictly prohibited in the work force. Further, the use of alcohol is strictly prohibited in the work place.

21.2 REPORTING CONVICTIONS

Employees are required to report to the Company any criminal alcohol or drug statute violation occurring in the work place no later than five (5) days after such conviction. Employees who test positive may be required to participate in a drug abuse or alcohol misuse assistance or rehabilitation program approved by a federal or state agency. In the event an employee elects not to participate in or fails to complete a drug abuse or alcohol misuse assistance or rehabilitation program or does not participate in an after care program following rehabilitation, if such care is prescribed, or is convicted of a felony drug or illegal substance offense the employee may be subject to disciplinary action up to and including termination. A second felony conviction or when an employee tests positive for a second time will be grounds for immediate termination.

21.3 TESTING

Employees will be scheduled for alcohol and drug testing as directed or required. The Company will make every reasonable effort to safeguard the privacy of the employee. All testing will be performed by a federally approved testing laboratory and/or personnel certified and/or licensed by any federal or state authority having jurisdiction thereof.

21.4 REASONS FOR TESTING

Employees will also be sampled for alcohol and drug use upon reasonable probable cause, and work related accidents or injuries.

21.5 REANALYSIS - Employees will have the right to request, within 72 hours of notification of the employee, reanalysis of the sample if a positive sample is found. If a negative sample is found in the reanalysis, the employee will be returned to the random sample pool. Employees testing positive will be placed on unpaid suspension pending the results of the reanalysis. If the reanalysis is negative, the employee will be made whole for all hours each day he is on suspension, provided he would otherwise be available for work.

21.6 SPLIT SAMPLE

To remedy urinalysis deficiencies, a confirmation test will be performed on the "split sample" of the original sample of anyone testing positive on an initial test. Final sampling will be by one of the most accurate methods presently available.

21.7 ANTI-DRUG AND ALCOHOL MISUSE PROGRAMS

The Company will maintain an Anti-Drug Program and an Alcohol Misuse Prevention Program.

21.8 SAFETY OR SECURITY SENSITIVE POSITIONS

In addition to the testing required in Section 21.4 above, employees in Company designated safety or security sensitive positions are also subject to preplacement, random, return to duty and follow-up drug and alcohol testing in accordance with Section 21.1 above.

ARTICLE 22 TRAVEL, TRANSPORTATION, AND TDY

22.1 EMPLOYEE EXPENSES

Employee expenses of authorized travel will be reimbursed at the rate prescribed as maximum civilian per diem rates published in the current Federal Travel Regulations as GSA Bulletin FPMR A-40 and Joint Travel Regulations, Volume II, DOD Civilian Personnel as applicable. Mode of travel and area with adequate accommodations will be determined by the Company prior to departure and tickets furnished and/or mileage reimbursed as specified by the regulation. Should the government furnish quarters and/or mess, the per diem will be adjusted in accordance with the FTR. Detailed receipts or other documentation are not required to support employee claims of the authorized fixed amount of standard cost per diem. M&IE per diem rates for travel periods of 24 hours or less will be reimbursed in accordance with the applicable provisions of the Joint Travel Regulations referenced above. Employees traveling to high cost areas will have the choice of selecting either standard cost or high cost per diem rates, and must make the selection in writing within seven (7) days after departure. Employees electing the high cost per diem rate are required to furnish all lodging receipts.

22.2 TRANSPORTATION POV

Employees who are sent away from Fort Rucker to perform work for the Company will be furnished suitable transportation. Employees authorized to use their personal cars will be paid in accordance with the Federal Travel Regulations, as amended. If an employee requests to use his personal vehicle and is permitted to do so, he will be reimbursed mileage as allowed by the Federal Travel Regulation, not to exceed the cost of a commercial airline ticket, plus eight (8) hours pay at the applicable rate of pay for such combined travel/work. Employees will be paid regular time for regular hours, and overtime for overtime hours, for all time while working. Employees shall be allowed eight (8) hours each day while traveling in commercial aircraft; provided that, if the travel takes less than eight (8) hours and the employee reports to work upon arriving no overtime will be paid until after 8 hours of combined work/travel in a workday. When an employee is in travel status and is being transported by military transportation, whether vehicle or aircraft, he will be paid for all time spent in travel. Time for meals will be deducted provided the aircraft lands or vehicle stops and time is actually taken for the meal. Employees required to travel by private auto will be paid for all travel time required. The Company will designate the departure time for all travel by POV.

22.3 OTHER TRANSPORTATION

Transportation furnished to and from work locations or other locations at a distance reasonably requiring transportation will be in vehicles or aircraft furnished to the Company by the military for that purpose. Employees will not be required to ride on open vehicles during inclement weather. During winter months, employees will not be required to ride in vehicles other than metal, fiberglass, or plywood enclosed vehicles when traveling to and from airfields or other locations away from Fort Rucker. When outside temperature is below 45 degrees Fahrenheit (according to the control tower), pilots shall only be required to ride in enclosed heated sections of vehicles when traveling to and from airfields or locations away from Fort Rucker.

22.4 TDY OUTSIDE OF USA

Bargaining Unit employees who accept DynCorp TDY assignments under this Government contract outside the United States are not covered by this labor agreement but will have all Bargaining Unit status and seniority rights restored upon successful completion of the assignment provided he returns to work at Fort Rucker within 60 days after completion of the assignment. The Company may select TDY (outside the USA) personnel from volunteers.

22.5 TEMPORARY DUTY ASSIGNMENTS

22.5(a) Employees shall first be selected by the Company for temporary assignments away from Fort Rucker by senior qualified volunteers from the classification/overtime project and field supporting the mission. When similar overtime projects exist on different shifts, the overtime projects will be combined. Employees occupying bonus pay jobs will be considered if the bonus pay job assignment is a valid requirement of the mission. If the bonus pay job is not a valid requirement of the mission, Section 22.5(a)(6) will apply. Employees who have scheduled one (1) full week or more vacation which begins during the first four (4) weeks of temporary assignment are ineligible for the assignment. However, in the absence of qualified volunteers, these employees may volunteer for the assignment provided their vacation can be rescheduled and taken during the current vacation year. Employees on temporary assignment cannot take any vacation days while on assignment without the prior consent of the Company designated individual in charge of the temporary assignment. Employees who are absent other than TDY will also be considered for the assignment provided they are scheduled to return to work at Fort Rucker on the workday prior to the calendar day of scheduled departure. If an employee accepts or is assigned to a TDY mission, he will not be polled nor assigned for a subsequent TDY mission until the original mission is either completed, canceled or delayed in accordance with Section 22.5(a)(7). For the purpose of this section, workdays are defined as Monday through Friday.

22.5(a)(1) The Company will begin the selection process by polling in any sequence for volunteers as soon as practical after receipt of notification of a TDY support requirement. If mode of travel to and from the TDY site is known in advance, employees will be notified via the poll sheet. Eligible employees who are polled will signify their desire for the mission with an immediate yes or no response by signing the polling sheet.

22.5(a)(2) Employees scheduled for TDY missions of seven (7) days or longer will be given at least 48 hours notice of the mission provided the Company has sufficient notice to give the 48-hour notice.

22.5(a)(3) In the event mission requirements are received with less than two (2) days notice, the Company will attempt to contact employees in accordance with seniority as noted in Section 22.5(a). Employees who cannot be contacted immediately (by documentable and verifiable means) will be bypassed for the mission.

22.5 (a)(4) Employees who volunteer for or decline the mission may not subsequently alter their decision except in the case of a bona fide

emergency or to prevent the least senior employee from being forced. If there is more than one volunteer, seniority shall prevail. In the event of reselection because of the above, the selection process shall commence after the last employee assigned.

22.5(a)(5) If the assignment is not made from senior qualified volunteers under Sections 22.5(a) above or 22.5(a)(6) below, the least senior qualified employee may be assigned if the employee meets the requirements of Section 22.5(a) above, or the TDY assignment may be offered to qualified volunteers in another overtime project, at the Company's option.

22.5(a)(6) Bonus pay shall be removed from an employee while on temporary assignment, unless the bonus pay job assignment is a valid requirement of the mission as determined by the Company. If qualified employees holding bonus pay job assignments volunteer for a temporary assignment away from Ft. Rucker, up to 50% of the employees in each bonus pay job assignment according to seniority, will be allowed to relinquish the bonus pay status for the duration of the temporary assignment. Such employees shall assume the same status upon return. During the absence from Ft. Rucker, substitute or temporary bonus pay job assignments may be made.

22.5(a)(7) If the Mission is subsequently canceled or is delayed for 12 calendar days or more, those employees selected for the assignment shall be so notified. Another selection shall be made upon receipt of new mission requirements, unless mutually extended by the Company and a Union Committee person at the field.

22.6 Any employee on TDY may perform duties out of his classification to complete the mission or return the aircraft to home station and/or may be temporarily assigned to a bonus pay job. An employee on TDY may make only minor sheet metal repairs such as installing dzuses, camlocks, filing, stopdrilling etc. or temporary repairs out of his classification to complete the mission or return the aircraft to home station. If a temporary repair is made, it will be recorded in the logbook.

22.7 An employee on temporary assignment away from Fort Rucker will not be affected by any change in classification status, under Sections 4.7 or 35.1, until his return to Fort Rucker or until after 90 days whichever is sooner. Changes under Sections 35.8, 35.9 or 35.10 will be effective upon return to Fort Rucker. For employees on TDY assignment who are laid off under Section 4.7, such layoff will become effective upon their return to Ft. Rucker or within five (5) calendar days whichever is sooner, if a replacement is required.

22.8 The Company will complete the selection process and notify the employees of the TDY assignment by 1100 hours, two (2) workdays prior to the scheduled departure (1100 hours Wednesday if departure is scheduled for Saturday, Sunday or Monday). Employees who cannot be contacted by documentable and verifiable means prior to this time will be bypassed for the assignment.

22.9 Employees on TDY missions may be assigned between shifts by classification and qualifications by seniority for the duration of the mission.

22.10 Employees will not have their workweek changed for TDY assignments of seven (7) days or less. Employees who volunteer for a TDY mission whose shift or starting time is changed at the beginning of the TDY mission are not eligible for back up premium pay for such changes regardless of which day the change is made. However, this does not affect entitlement to overtime pay for the sixth and seventh workday.

22.11 If an employee on TDY assignment is required to report for work at a different time than the other Company employees, he will be furnished Company provided transportation or be paid for POV mileage.

22.11(b) Employees who drive a POV to a TDY site will have the option to receive Company furnished local transportation at the TDY site provided the employee requests such transportation prior to departure on the TDY assignment.

ARTICLE 23

NEW CLASSIFICATIONS

23.1 NEW JOB CLASSIFICATIONS

In the event a new in-unit job classification is established by the Company, the Company shall determine the job description, the line of progression, and the rate range. The Company will immediately furnish the Union with a copy thereof. The Union will have seven (7) calendar days in which to take exception to the rate, job description and line of progression (if applicable), in the event the Union does not agree with them. If the Union has not advised the Company in writing within seven (7) calendar days that it does not agree, the job shall become a part of the existing Agreement.

23.2 UNION MAY FILE POLICY GRIEVANCE

Should the Union not agree, it must advise the Company within seven (7) calendar days and state its position. The Company and the Union shall then attempt to agree. In the event the Company and the Union cannot agree within 14 calendar days, or within such additional time as may be mutually agreed upon, the Union may present and process the grievance in the same manner as a policy grievance. Nothing herein will prevent the Company from implementing the new portion of the job prior to the arbitrator's decision. If any portion of the new job description includes the transfer of portions of a job from existing job descriptions, the transfer will not take place until after a job description has been approved by an arbitrator. If wage rate is an issue, the arbitrator has authority to make the wage rate retroactive.

23.3 JURISDICTION OF ARBITRATOR

If the grievance is thereafter processed in accordance with the terms and conditions of Article 8, the arbitrator shall have the authority to determine the job description, line of progression and the rate range. The jurisdiction of the arbitrator and his decision shall be confined to a determination by comparison with the duties and qualifications of other established jobs at Fort Rucker.

23.4 POSTING NEW JOB CLASSIFICATIONS

New job classifications shall be posted near all time clocks for 10 workdays then Sections 35.1 and 35.2 shall apply in filling new job classifications.

ARTICLE 24 CREDIT UNION DEDUCTIONS**24.1 PAYROLL DEDUCTIONS**

The Company shall make bi-weekly payroll deductions and bi-weekly remittance to the Credit Union of amounts authorized by employees under the payroll deduction plan for the IAM Federal Credit Union and the Army Aviation Center Federal Credit Union. Remittance shall be made by the Friday following the deductions unless technical malfunctions occur with applicable Information Technology equipment. This program is programmed to provide report of total moneys deducted from each employee.

24.2 INDEMNIFICATION

In making deductions and remittances, the Company is entitled to rely upon the notification of the financial secretary of the Federal Credit Union of the amount of money due the Federal Credit Union by an employee. The Union agrees to and does hereby hold and save the Company harmless from any and all liability, responsibility or damage for deduction, payment, authorization or notification as provided for in this Article, including the agreement of the Company to honor the Credit Union payroll deduction forms on file and assumes full responsibility for the disposition of the funds so deducted when turned over to the Financial Secretary of the Federal Credit Union.

ARTICLE 25 GROUP INSURANCE

25.1 PROGRAM IN EFFECT

The existing programs of group health, life, accidental death and dismemberment, drug purchase, expanded psychiatric service program and short term disability in the appropriate Summary Plan Descriptions (SPD's) will remain in effect with the changes set out herein. Notwithstanding any reference in the group health SPD to a master contract, the Company is hereby required, with respect to any master or other contract between the Company and Blue Cross/Blue Shield of Alabama or any other claims administrator or insurer and with respect to any other plan document, to conform any such master or other contract or document to the benefits, terms and conditions in the applicable group health SPD. If this requirement is breached, the Union may file a policy grievance without regard to any filing deadline which may otherwise be required by this Agreement, and any individual member may complain and grieve pursuant to applicable provisions of the SPD or this Agreement. Should the individual have a benefit claim which is affected by such breach, filing deadlines for such complaints and grievances shall fully apply to such an individual complaint or grievance.

25.1(a) The outpatient hospital facility POF co-pay is \$50.

25.1(b) Preferred Home Care Coverage (PHC) - including home health nursing, home IV therapy and home phototherapy – 100% coverage to a maximum of 120 visits per person each calendar year, after pre-certification.

25.1(c) Mental, Nervous and Substance Abuse

- Inpatient mental, nervous and substance abuse treatment at 100% subject to the confinement deductible for a maximum of 30 days per calendar year.
- Outpatient mental, nervous and substance abuse treatment at 70% coverage to a maximum of 30 visits per calendar year.

25.1(d) The pre-existing conditions provision and the proof of insurability requirement have been removed from the health insurance plan.

25.2 EFFECTIVE DATE

Health care, life, accidental death and dismemberment, and short-term disability insurance shall become effective on the first of the month following completion of thirty (30) calendar days of employment.

25.3 SUBROGATION

All claims will be subject to subrogation in accordance with Alabama law; however, in no instance will an employee be required to sign an arbitration agreement.

25.4 COORDINATION OF BENEFITS

Where both husband and wife are employees of the Company, the bargaining unit employee(s) will have full coordination of benefit coverage (not to exceed 100% of eligible charges) on group health insurance.

25.5 VISION CARE PLAN

Effective June 1, 1999, the Company will make available at employee cost a Vision Care Plan to employees and covered dependents. This plan will reimburse up to \$100 per year per covered individual. No deductibles for eye examinations and prescription glasses or contact lenses.

Effective July 1, 2002, the Company will replace the above plan with the DynChoice Vision Care Plan administered by Vision Service Plan (VSP).

25.6 NON-PMD PROVIDER/OUT OF NETWORK

For employees who do not choose to use a PMD provider, or who are outside the Alabama network and are unable to utilize the Preferred Care features, the following will apply:

IN HOSPITAL DEDUCTIBLE (All hospital admissions, with the exception of emergencies, require pre-admission review prior to date of admission)	\$100 per confinement
DAILY HOSPITAL Daily Room Limit	Semi-private room charge - 120 days
Daily Intensive Care	Two times the semi-private room charge - 120 days
OTHER HOSPITAL CHARGES	Unlimited - 120 days
SURGEONS FEES	\$1,500 Maximum according to schedule (20% extra for assistant) Increased by 20 % for procedures performed on an out-patient basis.
ADDITIONAL ACCIDENT	\$300
MATERNITY - HOSPITAL	Same as above
MATERNITY -- DOCTOR	
Normal	\$350
Cesarean	\$500
Miscarriage	\$150

MAJOR MEDICAL Lifetime Maximum	\$1,000,000
Deductible	Individual - \$200 Family - \$600
Co-Insurance - first \$3,000	80% - 20%
Co-Insurance thereafter	100% - 0%
Daily Intensive Care Unit Limit	Intensive Care Unit Room Charge
Preferred Medical Doctor	Co-pay - \$20
Medical Case Management Program	For various catastrophic illnesses requiring complex treatment and extended care

25.7 Life insurance benefits shall be as follows:

EMPLOYEE	LIFE INSURANCE	ACCIDENTAL DEATH AND DISMEMBERMENT
Maintenance Test Pilots, Co-pilots, Crew Members, Flight Mechanics, Flight Engineers, Substitute Flight Mechanics, Substitute Flight Engineers, Armament Technicians, Armament AE&I Technicians, Apprentice Armament Mechanics, and Fuel and Munitions Specialists	\$60,000	\$60,000
All Other Eligible Employees *	\$45,000	\$45,000

*(\$60,000 while riding as a passenger in an aircraft while on the job)

25.7(a) If you become totally and permanently disabled while actively at work and prior to your 60th birthday, your personal basic and optional life insurance coverage will continue without further payment of premiums. Refer to the Minnesota Mutual Life Insurance SPD for further details. This waiver of disability provision terminates at age 65.

<u>DEPENDENT LIFE INSURANCE</u>	
Spouse	\$4,750
Child	\$1,750
<u>OPTIONAL LIFE INSURANCE</u>	
Employee	\$25,000
Spouse	\$12,500
Child	\$ 6,250

25.8 Short Term disability insurance shall be as follows:

<u>SHORT TERM DISABILITY INSURANCE</u>	70% of Weekly Wage – 26 weeks
(Begins on eighth (8 th) day of disability) (Reduced by amount received from Worker's Compensation)	Successive periods of disability are considered one period of disability unless the subsequent period of disability commences after the employee has returned to active full time work for at least four (4) consecutive weeks. Up to eight (8) hours paid leave in each of the four (4) weeks will be counted as hours worked for determining active full-time work under this section.

25.8 (a) Employees testing positive a second time for drug and/or alcohol abuse (under the Anti-Drug Plan and/or Alcohol Misuse Prevention Plan) are not eligible for STD benefits.

25.9 PRE-TAX RULES

Employees will share in the cost of group health insurance by paying a portion of the premium for coverage. Insurance premium deduction will be made bi-weekly under the DynCorp Welfare Pre-Tax Plan.

25.10 EMPLOYEE PREMIUMS

25.10(a) Employees will pay \$25 per month for employee only health care, or \$60 per month for the cost of employee plus one dependent health care, or \$112 per month for the cost of two or more dependents health care.

25.10(b) An employee who is currently insured and is absent due to sickness or accident, and is receiving short term disability benefits while on such absence, shall have his insurance maintained in full force and effect in accordance with the provisions of Section 25.10. However, such employee will be required to pay the full cost of optional insurance.

25.10(c) An employee who is currently insured and is absent due to a compensable injury as defined by the Worker's Compensation Act of Alabama shall have his insurance maintained in full force and effect in accordance with the provisions of Section 25.10 for his length of seniority or up to five (5) years, whichever is the lesser. However, such employee will be required to pay the full cost of optional insurance.

25.10(d) Employees on layoff or medical leave of absence may continue insurance in force up to 104 weeks by paying full cost of premium less cost of sick and accident for which they are not eligible.

25.10(e) The Company will pay the cost of the basic life insurance, accidental death and dismemberment insurance, drug purchase program, expanded psychiatric services and short term disability insurance.

25.10(f) In order to maintain continuous insurance coverage, an inactive employee's portion of the premiums must be submitted to the Company finance and accounting office by the 25th of the preceding month or in the event of layoff within ten (10) days from the effective date of layoff.

25.11 PERSONAL ACCIDENT INSURANCE

The Company will make available at employee cost personal accident insurance to full time employees.

25.12 EMPLOYEE ASSISTANCE PROGRAM

The Company will provide a locally administered Employee Assistance Program (EAP) to employees and covered dependents.

25.13 RETIREE INSURANCE

The Company will provide to employees age 65 or older who retire after May 6, 2002 a Medicare Supplement, which will be completely employee paid. This plan provides that Medicare is primary and Blue Cross and Blue Shield is secondary.

25.14 DYNCHOICE DENTAL PLAN

Effective July 01, 2002, bargaining unit employees will be offered coverage in the DynChoice Dental Plan currently provided by Delta Dental of Virginia.

Employees will have the option of two levels of coverage, Core or Enhanced. The Core Option will be Company paid. The Enhanced Option will require a co-payment by the employee.

ARTICLE 26**STANDARDIZATION PILOTS****26.1 CONDUCT TRAINING**

Standardization pilots may conduct training and semi-annual revalidation checks of non-aviator bargaining unit personnel in accordance with current government regulations.

26.2 DUTIES

Standardization pilots may perform functional check flights, general or limited maintenance test flights, and confirmation check flights:

26.2(a) When conditions develop that involve flights and maintenance operational checks that require pilots to meet requirements, (school requirements or contract requirements) and all those bargaining unit Maintenance Test Pilots off-duty have been notified to report to work early and those bargaining unit Maintenance Test Pilots on duty have been notified to work overtime hours. Exception to this condition would be when noon flight (normally 1100 – 1300 hours) requirements for school have not been met and the call-in of Maintenance Test Pilots for overtime would not alleviate the problem.

26.2(b) When an emergency exists, such as an aircraft accident or severe weather conditions, that would endanger life or cause loss of property.

26.2(c) When required to give bargaining unit Maintenance Test Pilots a qualification or currency check ride or to check the proficiency of bargaining unit Maintenance Test Pilots in a particular type aircraft, should events occur to create doubts as to the Maintenance Test Pilot's proficiency. No notice check rides and evaluations are limited to one, once every month, per Maintenance Test Pilot employee.

26.2(d) When necessary for a Standardization Pilot to fly to maintain his proficiency (one flight per shift per week per type aircraft) provided a bargaining unit Maintenance Test Pilot accompanies him on the flight.

26.2(e) When necessary to train or instruct current and qualified bargaining unit Maintenance Test Pilots in established maintenance test flight standards and procedures or to train or instruct bargaining unit Maintenance Test Pilots already employed in new maintenance test flight standards and procedures.

26.2(f) When there is a backlog of maintenance test flights needed to meet flight requirements, which all bargaining unit Maintenance Test Pilots are not able to accomplish during regular time and overtime hours, and the military recognizing the problem, volunteers the service of military pilots to help correct the situation.

26.2(g) When aircraft have a recurring deficiency that bargaining unit Maintenance Test Pilots have not been able to satisfactorily correct, a standardization pilot will have the responsibility to fly the aircraft for purposes of determining what action is required to correct the problem.

26.2(h) On Saturdays, Sundays and holidays, when necessary to perform instructor pilot duties with a transitioning bargaining unit Maintenance Test Pilot, who has been scheduled to work overtime, standardization pilots working a regular workweek may perform only that portion of the bargaining unit work that involves actual in-flight instruction on the 6th and 7th days of regular workweek or on holidays. Standardization pilots working on odd workweek may perform only that portion of the bargaining unit work that involves actual in-flight instruction on the 6th day of his odd workweek schedule.

26.2(i) If all bargaining unit Maintenance Test Pilots are on vacation or absent from work or unavailable for overtime, flights may be made by standardization pilots.

26.3 FERRY MISSIONS

Standardization pilots may ferry personnel to downed aircraft after all available bargaining unit Maintenance Test Pilots on duty at the field have been assigned flights or recovery missions. Standardization pilots may participate as crew members on ferry missions within the local flying area to conduct training and/or flight evaluations on ferry aircraft but not on recovery aircraft.

ARTICLE 27 JOB DESCRIPTIONS

27.1 CHANGES FROM PRIOR CONTRACT

The following changes in classifications/Bonus Pay jobs are effective with this Agreement:

- 27.1(a) Establish the Apprentice Armament Mechanic classification at the same rate range as Apprentice Aircraft Mechanic.
- 27.1(b) Abolish the Aircraft Armament Mechanic classification and incorporate the duties into the Aircraft Armament Technician classification.
- 27.1(c) Establish the AMSS Aircraft Engine Shop Mechanic classification at the same rate range as Aircraft Mechanic.
- 27.1(d) Establish the AMSS Aircraft Hydraulic Shop Mechanic classification at the same rate range as Aircraft Mechanic.
- 27.1(e) Elevate the Records Specialist classification to a higher rate range, which incorporates the present \$1.00 lead pay into the rate range.
- 27.1(f) Elevate the Production Control Specialist-ATTC classification at a higher rate range, which incorporates the present \$1.00 lead pay into the rate range.
- 27.1(g) Combine the classifications of the General Clerk and Methods & Procedures Technician in the Administrative Specialist classification at the rate range of Methods & Procedures Technician.
- 27.1(h) The Crew Chief Bonus Pay Job is renamed as Flight Engineer.
- 27.1(i) The Pilot classification is renamed as Maintenance Test Pilot.
- 27.1(j) Records Clerks will be automatically promoted to Records Specialist upon completion of two (2) consecutive years in the Records Clerk classification.
- 27.1(k) The requirement for a high school diploma or equivalent General Education Development (GED) certification is removed from the Service Attendant Job Description.
- 27.1(l) Minor modifications were made to more accurately describe the duties in the following Job Descriptions: Aircraft Scheduler, Production Control Clerk, Materiel Clerk, and Records Clerk.

27.2 NO MATERIAL CHANGES

The job descriptions for job classifications listed in Article 19 will remain in effect with no change in the material content of the job descriptions, except for changes mutually agreed to by the parties through negotiations.

27.3 SHIFT/WORKWEEK CHANGES

There will be no retroactivity on shift/workweek changes, work location assignments, vacation scheduling or other actions made by seniority for employees who obtain a more favorable relative seniority position in their classification on the seniority list. New relative seniority positions of affected employees will be used for future actions made by seniority.

ARTICLE 28 NEW TECHNOLOGY

28.1 COMPANY AND UNION GOALS

The Company and the Union agree that it is to their mutual benefit and a sound economic and social goal to utilize the most efficient machines, processes, methods and/or materials. In this way, the Company will be able to compete effectively in the marketplace and thereby provide economically secure jobs for its employees. It is the Company's policy to make training available for its employees so that they may have the opportunity to acquire the knowledge and skills required by the introduction of new technology.

28.2 TECHNOLOGY BRIEFINGS

In order that employees can better prepare themselves for the skill requirements of the future, and in fulfillment of its obligation to provide information to the Union Grievance Committee, the Company will, not less than quarterly, provide a briefing to the Union Grievance Committee of the Company's plans for the introduction of new technology which may affect the employees.

During these briefings, the Company will inform the Union Grievance Committee of anticipated schedules of introduction of new technology, and will identify areas of skill impacts and any intended training programs associated with those impacts. Included will be briefings on the implementation of computer-based systems that will result in the displacement of employees. The Union and its representatives will protect the confidentiality of Company sensitive and proprietary information disclosed in the briefings.

28.3 CHANGES IN EXISTING JOBS

When existing job duties are affected by the new technology, the Company will advise the Grievance Committee of the necessary changes to be made, the proposed job description, appropriate classification and rate range. If the Company and the Union cannot agree on the Company's proposed job description, classification, or rate range, the dispute shall be settled in accordance with Article 23.

ARTICLE 29

PENSIONS

29.1 CONTRIBUTION RATE

The Company shall contribute to the IAM National Pension Fund, Benefit Plan B for each hour or portion thereof to a maximum of forty (40) hours per workweek for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement as follows:

- \$1.00 per hour effective June 1, 2001
- \$1.05 per hour effective June 1, 2002
- \$1.15 per hour effective June 1, 2003
- \$1.25 per hour effective June 1, 2004.

29.2 40 HOUR WEEK

The Company shall continue contributions based upon a forty (40) hour week while an employee is off work due to paid vacations, paid holidays, other paid leaves, Negotiating Committee when negotiating contract, or on leave to serve as Grand Lodge Representative for the Union.

29.3 SENIORITY EMPLOYEES

The Company shall commence contributions at the completion of the employee's probation period, but no later than 60 days after date of hire.

29.4 WHEN CONTRIBUTIONS ARE MADE

Contributions shall be made no later than the 20th of each month covering payroll period ending the previous month.

29.5 PARTICIPATION AGREEMENT

The Union and Company will adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the IAM National Pension Fund and the Plan rules adopted by the Trustees of the IAM National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

The parties acknowledge that the Trustees of the IAM National Pension Fund may terminate the participation of the employees and the Company in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.

29.6 ENTIRE AGREEMENT

This Article contains the entire agreement between the parties regarding the Company's obligations to contribute to the IAM National Pension Fund, Benefit Plan B, and no oral or written modification of this Agreement shall be binding upon the Trustees of the IAM National Pension Fund. No grievance procedure settlement or arbitration decision with respect to the contribution payment obligation under this Article shall be binding upon the Trustees of the Pension Fund.

ARTICLE 30 MAINTENANCE TEST PILOTS

30.1 PROCEDURES TO BE MET

Prior to any flight, including damaged aircraft recoveries, the provisions of TM1-1500-328-23 and Government approved Quality procedures shall be met.

30.2 SAFETY OF FLIGHT

Nothing shall be construed to override a Maintenance Test Pilot's prerogative when safety of flight is in question.

30.3 PRE-FLIGHT INSPECTION

Portable flood lighting equipment will be provided for pre-flight inspection upon request by the Maintenance Test Pilot.

30.4 FUNCTIONAL CHECKS

Maintenance Test Pilots working under this Agreement shall accomplish functional check flights and related Maintenance Test Pilot duties, and the Company shall not request the military to accomplish bargaining unit Maintenance Test Pilots' work.

30.5 REVALIDATIONS

Maintenance Test Pilots shall be permitted sufficient time to revalidate or maintain their professional flying license on their own time.

30.6 QUALIFICATIONS AND MULTIPLE CURRENCY BONUS PAY

Maintenance Test Pilots must have aircraft(s) qualifications and currency. When Maintenance Test Pilots maintain currency and are performing maintenance test flights in more than one aircraft type, mission, design, or series, they shall be compensated an additional \$100 per month.

ARTICLE 31

DEFERRED SAVINGS PLAN

31.1 DYNCORP DEFERRED SAVINGS PLAN

The Company will continue to make available the DynCorp Deferred Savings Plan in accordance with the Plan Document.

ARTICLE 32 DENTAL PROGRAM

32.1 COMPANY CONTRIBUTIONS

The Company will make contributions to the National IAM Benefit Trust Fund each month in the amount of \$24.00 for each employee covered by this Agreement who has earned 80 hours of compensation, or more, in the preceding month. The purpose shall be to provide such employees and their dependents with the Dental Program of the National IAM Benefit Trust Fund. Beginning with the premium for June 1, 1999, the contribution is increased to \$27.84 per month.

32.2 NATIONAL IAM BENEFIT TRUST FUND

Such contributions shall be paid to the National IAM Benefit Trust Fund by the 10th day of the month following the month in which they accrue.

32.3 CHANGES IN COST

It is acknowledged that there may be increases in the cost or utilization of dental care during the term of this agreement and that, in order to maintain the benefits of the Dental Program, it may be necessary for the Board of Trustees of the National IAM Benefit Trust Fund to direct one or more increases in the contribution rate. In such an event, and upon 90 days advance notice from the Trustees, the Company will increase the aforesaid contribution rate by the total amount of increases directed by the Trustees, during the term of this Agreement, shall not exceed \$2.00 per employee per month.

32.4 SUBSCRIPTION AGREEMENT

The Company and the Union will execute the standard Subscription Agreement required by the National IAM Benefit Trust Fund.

32.5 EXPIRATION

This Article will expire at the close of business on June 30, 2002 and the language under Article 25.14 will be applicable as of July 01, 2002.

ARTICLE 33 TRAINING

33.1 TRAINING

Employees, other than Maintenance Test Pilots, will be selected for factory training, advance training courses and other formal training courses, by non-company personnel, from qualified volunteers, by classification, by shift, by location; or by classification, by shift, at the Company's option if the training is on a new type aircraft. Maintenance Test Pilots will be selected from qualified volunteers, by shift preference project, by shift, according to seniority.

33.1(a) Should a dispute arise among qualified volunteers, seniority will prevail. Absent employees will be considered provided they are scheduled to return to work at Fort Rucker on the workday prior to the calendar day of the assignment. In the absence of a qualified volunteer, the least senior employee qualified and eligible for the training (in accordance with the option selected under Section 33.1) may be assigned.

33.1(b) Employees who have received factory training, advanced training courses and other formal training courses, two (2) weeks or longer, by non-company personnel may be assigned to the affected location/shift unless affected by promotion or layoff on the equipment/process trained on until adequate cross-training is accomplished, not to exceed a 24 month period from date of completion of training. Employees who have received such formal training of two (2) weeks or longer will not be eligible for further formal training during the 24 months, unless such additional training is on the same equipment, or there is a requirement to train an employee on more than one type aircraft or equipment in the same overtime project. Employees who have received factory training, advanced training or other formal training courses (any individual course of 80 hours within 20 workdays unless extended by mutual agreement) by Company personnel may be assigned to the affected location/shift unless affected by promotion or layoff on the equipment/process trained on until adequate cross training is accomplished, not to exceed a six (6) month period from the date of completion of the training.

33.2 TRAINING TO QUALIFY

Whenever the Company determines that employee training will be feasible, appropriate, and necessary to qualify employees to perform the new or changed work resulting from new technology introduction, such training programs will include the Union Grievance Committee's appropriate recommendations. The Company shall first offer training to senior employees in the classification affected by new technology.

33.3 TUITION ASSISTANCE

The Company promotes and encourages education and training as a means of increasing employee productivity and expanding career potential. The Company will reimburse an employee one hundred (100%) percent of the paid tuition fee for each successfully completed job related course if such employee has received written approval of the course from the Company prior to the employee's beginning such course and attaining an A or B or Pass in a pass/fail course. A grade of C will be reimbursed at 75% of the paid tuition fee for each successfully completed job related course if such employee has received written approval of the course from the Company prior to the employee beginning such course. Such approval shall not be unreasonably denied.

ARTICLE 34

GOVERNMENT SECURITY CLEARANCES

34.1 DEFENSE SECURITY

In the event that the Department of Defense, through its duly authorized representatives concerned with security, advises or have advised the Company that any employee covered by this Agreement is denied access to classified information and/or access to security controlled areas where such access is required in the performance of that employee's duties, such employee shall be subject to appropriate action(s) the Company considers necessary for security reasons in accordance with the below provisions.

34.2 SECURITY CLEARANCE PROCESSING

If the Government requires a Security Clearance or National Agency Check (NAC) to perform a specific job or for access to restricted areas, uncleared employees currently assigned to that job and/or area will be required to promptly apply for the appropriate government security clearance. Subject to Government approval, such employees who have submitted the appropriate application will be permitted to continue working in the classification, at the restricted area while his security application is being processed by the government to a maximum of six (6) months from the date the application was submitted to the appropriate Government agency. The security clearance and/or restricted area access shall be a condition of an employee being assigned to or holding that job assignment.

34.3 CLEARANCE REQUIREMENTS PRIOR TO REASSIGNMENT

Employees must have the appropriate security clearance/access approval or have applied for the appropriate clearance/access approval prior to being assigned to a job classification/work area requiring such clearance/access approval. Employees requesting a reclassification or to move to fill a position requiring a security clearance or a NAC who do not have such clearance will submit the appropriate clearance application with their status change request to move to this position.

34.3(a) As a need arises, the Company shall provide an opportunity for security clearance application to qualified senior employees by shift, location and classification or bonus pay job assignment as determined by the Company. Maintenance Test Pilots must have aircraft(s) qualifications to be eligible.

34.4 DENIAL OF SECURITY CLEARANCE

If an employee is assigned to a work area in which the government requires a security clearance or NAC and is denied the security clearance or NAC, whichever is appropriate, the employee shall be allowed to exercise his rights, seniority permitting, under Section 35.8 or 35.9. If unable to transfer under Section 35.8 or 35.9, he shall be able to exercise his displacement options under Section 4.7.

ARTICLE 35

RECLASSIFICATIONS AND REASSIGNMENTS

35.1 RECLASSIFICATIONS

When a vacancy occurs within a bargaining unit classification, other than as a result of layoff, it will be assigned to employees on the active payroll (i.e., not on indefinite layoff or a leave of absence other than medical leave, of more than 30 calendar days) by seniority who have the qualifications to perform the work involved and who have valid status change request forms on file in the Personnel section. If the vacancy involves adding a person on the payroll, employees on indefinite layoff compete for the vacancy, provided they have a valid reclassification request on file. An employee's personnel file as it exists at the time the vacancy occurs, including on-the-job experience as shown in the personnel file, and the job description shall be the determining factors in filling vacancies. An employee entering a classification which he has not held before may be temporarily assigned to a shift, location, or workweek for familiarization, where he would not work alone before he has completed 60 days in the new classification.

35.1(a) An employee returning from a vacation of any length or from a leave of absence of 30 calendar days or less, or medical leave, whether paid or unpaid, who would have been promoted during such vacation, leave of absence, or medical leave of any length, shall be offered promotion according to seniority and qualifications, upon his return to work. The employee may decline such promotion/reclassification without penalty.

35.1(b) If the vacancy is not filled under Sections 35.1 or 35.1(a) it will be offered to employees on layoff by seniority who have the qualifications to perform the work involved and who have a valid status change request form on file in the Personnel section.

35.1(c) If the vacancy is not filled under Sections 35.1, 35.1(a), or 35.1(b) it will be filled by new hires or from any other source available.

35.1(d) An employee on layoff shall not be entitled to displace another employee from employment.

35.1(e) The rights of veterans and any persons returning from any type of military leave of absence of more than 30 calendar days will be governed by applicable federal or state law.

35.2 STATUS CHANGES

Status change request forms shall be available in the Personnel section and in each work area. The right of classification change, shift change, or location change may be exercised no earlier than six (6) months from the date of honoring an employee's last request of the same type. However, reclassified employees can compete for bonus pay job assignments and higher classifications during this six (6) months period. Such employee can be displaced by another employee exercising his full seniority rights. This provision shall not prevent the employee from exercising his rights during personnel realignment.

35.2(a) Employees must file a separate status change request form for each classification, bonus pay job assignment, shift, workweek, or location desired. Only employees currently occupying the classification with the bonus pay assignment can request the bonus pay assignment. If an employee is removed from a classification/bonus pay job assignment because of inability to perform, he is not eligible to return to the classification/bonus pay job assignment until he has completed additional training directly related to the classification/bonus pay assignment from which he was previously removed. The employee will advise the Company of completion of such additional training in writing on the status change request form.

35.2(a)(1) STATUS CHANGES

When filing status change requests, employees can specify the desired location and shift and will compete only for those vacancies. In the absence of a request, the least senior employee in the group will be assigned. Employees who specify any location or shift will compete for all status changes.

35.2(b) Status change request forms must be filed not later than the 17th calendar day prior to the Monday the vacancy is filled, except that a person promoted, reclassified, assigned a bonus pay job assigned to a shift, location, or workweek assignment within 10 days prior to a vacancy can file a request by the Tuesday preceding the Monday the vacancy is filled. The status change request form is considered to be filed with the Personnel Section on the date shown on the employee's receipt. Status change requests may be withdrawn at any time. The withdrawal will be effective 18 days after receipt. A job is considered filled for a period of 21 calendar days unless extended by mutual consent of the Company and the Union at the earliest of the date an applicant is referred for a drug screen or the date a formal job offer is made in writing by the Personnel Section. The Union will be notified in writing at the time the Personnel Section makes the written offer.

35.2(c) If the Company does not honor a status change request, it shall notify the employee in writing and shall state the reason. Any employee more senior than the employee reclassified may file a grievance provided that, if the issue is arbitrated, all grievances arising out of failure to honor the status change request will be consolidated for arbitration.

35.2(d) Status change requests are valid only in the classification and bonus pay job held at the time it is filed. Reclassified employees must file status change requests in the new classification or bonus pay job to receive further consideration for reclassification.

35.2(e) An employee will receive a change of status slip at each change of status to include each time he is assigned work outside his line of progression, or in a higher classification in his line of progression. The change of status slip will be provided an employee each time he performs the duties of a lower classification in his line of progression unless his job description specifically provides that the employee performs the duties of lower classified employees within the line of progression.

35.2(f) When a request is honored, the employee must accept the classification/assignment. Any other pending requests by that employee for the type request honored (either reclassification/reassignment) will then become void.

35.2(g) Displacement Forms

Location and shift/workweek displacement forms must be filed with Personnel no later than the 17th calendar day prior to the Monday the vacancy is filled; provided that those employees who have, within ten (10) days prior to the vacancy being filled, been assigned to a location, shift, or entered a classification or bonus pay job, will have to file the displacement form no later than the Tuesday prior to the Monday the vacancy is filled. Displacement forms may be withdrawn and a new one filed at any time; the withdrawal and replacement, if any, will be effective 18 days after receipt.

35.2(h) Notifications of Change in Status

The Company will attempt to notify employees of any impending change in status in writing by the end of his shift on Thursday prior to the Monday such change is made.

35.2(h)(1) A report of all status changes to include shift changes, location changes, reclassifications and the addition or deletion of bonus pay job assignments will be prepared weekly, as changes occur. A copy of this report will be furnished to the Business Representative and Committee Person of the Union, and a copy will be posted on Company bulletin boards at each major work site during the week the changes are made.

35.3

ASSIGNMENTS AWAY FROM FORT RUCKER

Assignments to work locations other than ATTC, Main Post and each operating field shall be made from available senior qualified volunteers within the classification/bonus pay job assignment from the supporting field and shift/workweek.

35.3(a) If the assignment cannot be made from qualified volunteers, the least senior qualified employee within the classification/bonus pay job assignment on the same shift/workweek at the supporting field shall be assigned.

35.3(b) Reductions of employees at such work locations shall be made from volunteers within the classification/bonus pay job assignment on the same shift/workweek. In the absence of volunteers, the least senior employee in the classification/bonus pay job assignment on the affected shift/workweek shall be reassigned to the supporting field.

35.3(c) Employees assigned to such work locations shall be given preference to return to the supporting field over new hires and other employees by seniority by classification by submitting a written request to the field manager stating their desire to transfer no later than the 10th calendar day prior to the Monday the vacancy is filled.

35.3(d) Employees transferred to a supporting field or disturbed from a bonus pay job at a supporting field or desired shift at a supporting field will within seven (7) days after the date of transfer or shift change, be allowed to displace a less senior employee in the same classification/bonus pay job assignment for a work location assignment at the same supporting field based on seniority and qualifications.

35.4 FLEET REALIGNMENT

In the event of aircraft fleet reassignment from one field to another, the Company shall request volunteers from each affected overtime project and shift at the supporting field/work location which loses the overtime project as a result of the realignment. In the event sufficient numbers of qualified personnel in each affected classification/bonus pay job assignment and overtime project and shift do not volunteer, the Company shall assign low seniority employees in the affected classification/bonus pay job assignment and overtime projects and shifts required to effect the transfer of up to 70% of the assigned employees in the affected projects. If there is more than one classification in an overtime project, the assignment shall be by low seniority by classification/bonus pay job assignment in the overtime project and shift. Additional vacancies, if any, will be filled under the provisions of sections 35.8, 35.9, or 35.10 of the Bargaining Agreement.

35.5 PERSONNEL REALIGNMENTS

35.5(a) Effective the first Monday in July of 2002, and the first Monday in January of each year thereafter, the Company will specify the number of employees within each classification and each bonus pay job assignment to be assigned to each shift preference project, location and shift/workweek.

35.5(b) The employees in each classification and bonus pay job assignment within a shift preference project and location shall be allowed to exercise seniority to transfer to a preferred shift preference project, location and shift/workweek. A minimum of one (1) employee will be allowed to exercise seniority for shift preference project, location and shift/workweek in classifications with three (3) or less employees assigned to a location.

35.5(c) Employees displaced under this provision may also exercise seniority to determine their shift preference project, location and shift/workweek.

35.5(d) Probationary employees shall not be displaced except during indefinite layoff.

35.5(e) Employees transferring between shift preference projects will create shift/workweek vacancies.

35.5(f) Employees transferring into a shift preference project that has multiple locations will have preference, by seniority, for location assignments.

35.5(g) Movement is limited to a maximum of 30% of each classification at any location.

35.5(h) Employees desiring to transfer under this provision to a work location requiring a Security Clearance or a National Agency Check must submit an application for a Security Clearance or National Agency Check at least 60 days prior to the Personnel realignment.

35.6 SELECTION SHIFT STARTING TIME

35.6(a) Employees entering an overtime project will be allowed to choose starting time by seniority within 10 workdays.

35.6(b) When the Company adds or removes employee(s) to a starting time within an overtime project, the most senior shall be allowed to choose his shift starting time by seniority.

35.6(c) Maintenance Test Pilots will be allowed to select start time by seniority and qualifications.

35.7 SHIFT CHANGES, SHIFT PREFERENCE PROJECT TRANSFERS AND LOCATION TRANSFERS

35.7(a) Shifts and workweeks referred to in this Article are those set forth in Article 10.

35.7(b) Maintenance Test Pilot Provisions

Maintenance Test Pilots must have aircraft(s) qualifications but do not have to be current before being assigned.

35.7(b)(1) Maintenance Test Pilots may be retained or assigned at a particular field location to provide coverage by qualified Maintenance Test Pilots for aircraft based at the major work site.

35.7(b)(2) Seniority shall be the controlling factors for Maintenance Test Pilots, within shift preference projects, in shift/workweek assignment. However, Maintenance Test Pilots may be assigned to shifts/workweeks, based on qualifications and seniority, to offset absences due to training, checkouts, vacations and annual National Guard or reserve leave. Maintenance Test Pilots conducting or receiving training may be assigned to first shift for up to 30 workdays. The assignment may exceed 30 workdays due to extenuating circumstances by mutual agreement between the Company and the Union Grievance Committee person.

35.7(c) Flight Engineers and Flight Mechanics to be checked out in aircraft may be assigned to first shift regardless of seniority, provided the check out period does not exceed 15 workdays unless due to extenuating circumstances or aircraft type. The Union will be informed of any extensions beyond 15 workdays and the reasons for the extension. During the checkout, Flight Engineers and Flight Mechanics may be temporarily assigned to a shift and/or field location, first by qualified volunteers by location, by shift, by seniority, then by assignment of qualified low seniority employees by location, by shift, to replace the employees to be checked out for the length of time involved on the check out.

35.7(d) Probationary Employees

Non-pilot probationary employees may not be displaced from assigned shift and location except during indefinite layoff.

35.7(e) Newly Established Assignments

If a new field is opened or a new shift or classification or bonus pay job is added at an existing field, employees within the affected shift preference project will be notified in advance so that those who desire to file written requests may do so. The Company, according to the circumstances, will then utilize the procedure of Sections 35.8 or 35.10.

35.8 LOCATION TRANSFERS WITHIN A SHIFT PREFERENCE PROJECT

35.8(a) When a transfer from a losing location to a gaining location within a shift preference project is made, on the same shift and workweek, the following procedure will apply:

35.8(a)(1) The senior employee(s) in the classification/bonus pay job assignment on the shift/workweek, with a valid request or displacement form (for displaced employees involved) on file to transfer to the gaining location(s) will be transferred to the gaining location(s). No transfer requests will be honored from employees at the location with the greatest gain.

35.8(a)(2) Location vacancies created by the transfer of employees in Section 35.8(a)(1) above will be filled by the senior employee(s) in the classification/bonus pay job assignment at the losing location(s) on the shift/workweek with a valid request or displacement form (for displaced employees involved) on file to transfer to the location where the vacancy is created.

35.8(a)(3) If the vacancies are not filled under Sections 35.8(a)(1) and 35.8(a)(2) above, the least senior employee in the classification/bonus pay job assignment and shift/workweek at the losing location(s) shall be transferred to the gaining location(s). Employees will have preference, by seniority, for location assignments, when vacancies occur at multiple locations, provided they have a valid shift/location displacement form on file in Personnel.

35.9 TRANSFERS BETWEEN SHIFT PREFERENCE PROJECTS

35.9(a) There shall be three (3) Shift Preference Projects, School, Hanchey, and ATTC. Employees transferring between the shift preference projects will create shift vacancies at the gaining location.

35.9(b) There will be no transfer of personnel between shift preference projects unless a vacancy is created by reclassifications (including bonus pay job assignments), indefinite layoffs, or a programmed loss or gain of employees within a shift preference project, and such vacancy is declared by the Company. The senior employee(s) in the classification/bonus pay job assignment at the losing shift preference project with a valid request on file to transfer to the gaining shift preference project(s) will be transferred.

35.9(b)(1) If no requests are on file, the least senior qualified employee returning from layoff, or new hires, or incumbents in the classification/bonus pay job assignment at the losing shift preference project will be assigned to the gaining shift preference project.

35.10

SHIFT/WORKWEEK CHANGES WITHIN A SHIFT PREFERENCE PROJECT

35.10(a) A shift/workweek vacancy within a shift preference project is created when an employee enters a shift preference project, returns from indefinite layoff, returns from a leave of absence of six (6) months or more, enters a classification or bonus pay job, completes his probationary period, or when the Company declares the need for an additional employee on a specific shift/workweek at a location within a shift preference project. The competitors for such a vacancy are those employees named in this paragraph. All competitors must have the proper requests and displacement forms on file in the Personnel Section.

35.10(a)(1) Employees returning from a leave of absence of six (6) months or less will not create a shift vacancy, but will return to the shift, workweek and location last held, seniority permitting. If seniority does not permit his return to the shift/workweek and location last held, or if the shift, workweek or location no longer exists, a vacancy will exist upon his return.

35.10(b) When a vacancy occurs, or a transfer is made from one shift and workweek to another within a shift preference project, the vacancy will be filled by the competitor or the employee on the same shift at another location within the shift preference project, whichever is senior.

35.10(b)(1) If the vacancy is filled by transfer of an employee on the same shift from another location, the most senior remaining competitor will be assigned to the shift/location vacated by the person transferred.

35.10(b)(2) If the vacancy is not filled by transfer, the most senior remaining competitor will fill the vacancy, or may also displace the least senior employee on another preferred shift/workweek, seniority permitting. Such displaced employee will then fill the vacancy. If the vacancy is not filled under the above provisions, the least senior employee in the classification or bonus pay job and shift preference project on the shift and workweek to be reduced will fill the vacancy.

35.10(b)(3) When different major site locations have the same type vacancy, eligible employees will have preference, by seniority, for major site location assignment, provided they have indicated their preference on the shift request form.

35.10(c) ODD WORKWEEK ASSIGNMENTS

At the time an employee is assigned to or displaced on an odd workweek, or a vacancy occurs on an odd workweek he may, by seniority, choose his days off among available assignments in his shift preference project by displacing the least senior employee within his classification (and/or bonus pay job assignment) and shift provided he has indicated his preference on the shift/workweek request or displacement form.

35.11 TEMPORARY TRANSFERS AND SHIFT CHANGES

35.11(a) This section will not be used to avoid declaring a vacancy by use of repeated transfers from one shift to another or from one location to another.

35.11(b) Transfers of any employee from one major work site location or shift to another may be made temporarily to meet varying business conditions for a period not to exceed ten workdays, except as extended by mutual agreement between the Company and the Union Grievance Committee person.

35.11(c) Temporary transfers from one field location to another will be made by classification from qualified volunteers within a shift and overtime project by field location in accordance with seniority.

35.11(d) Temporary transfer from one shift to another shift at the same major work site will be made by classification from qualified volunteers by overtime project in accordance with seniority.

35.11(e) In the absence of volunteers, the least senior qualified employee in the applicable classification, overtime project and shift will be transferred temporarily.

35.12 TRIAL PERIOD

An employee who is assigned to a job classification or bonus pay job, and who fails to perform satisfactorily the requirements of the classification or bonus pay job will be returned to his status prior to the assignment, seniority permitting, within a reasonable length of time, not to exceed 90 days.

35.13 TEMPORARY RECLASSIFICATIONS

Temporary transfers from one classification or line of progression to another, shall be made without change in classification or base rate of pay, and for a maximum of ten workdays unless extended by mutual agreement of the Company and the Union Grievance Committee person; provided, however, that an employee who is temporarily transferred for four (4) or more hours during a shift to a higher classification shall be paid for all hours worked in that higher classification.

35.14 PERMANENT DISABILITY

Employees who become unable to perform the duties and responsibilities of their classification because of permanent disability who cannot be accommodated, as such accommodation is defined and required by federal law, shall be allowed to exercise his options under the layoff procedure for positions which he is able to perform or shall be given a leave of absence, in accordance with Article 5. Each such case will be discussed with the Union prior to granting the right to exercise any rights under Section 4.7.

35.15 FLIGHT MECHANICS

Where required, the Company will select employees from the Aircraft Mechanic Classification by seniority to serve as Flight Mechanics. Flight Mechanics will be selected on the following basis; physical fitness to obtain an FAA Class III Medical Certificate and qualification as required in the Flight Mechanic job description, in accordance with seniority.

35.15(a) Employees desiring consideration for Flight Mechanic jobs must have a valid request on file in accordance with Section 35.2.

35.15(b) Substitute Flight Mechanics will be selected from qualified volunteers by seniority, from the Aircraft Mechanic classification, by field, shift, and overtime project. Substitute Flight Mechanics, when required by the Company, may function during the absence from the work location of, and need for a regular Flight Mechanic or training of a Flight Mechanic, or when flying with a Stand Pilot for a period not exceeding 10 workdays, except the period can be extended because of vacation, or by mutual agreement between the Company and the respective Grievance Committee person. Substitute Flight Mechanics will compete for available overtime in the Flight Mechanic overtime project on the same shift/location after all regularly assigned Flight Mechanics in that overtime project have been offered the available overtime.

35.15(c) When there is a surplus of Flight Mechanics, Flight Mechanic status will be removed from the least senior Flight Mechanic. An employee displaced from Flight Mechanic status may exercise all seniority rights as Aircraft Mechanic, and rights granted under Section 4.7(c). Substitute Flight Mechanic status will be removed from the least senior substitute Flight Mechanic at the affected location, shift, and overtime project where there is a surplus.

35.15(c)(1) An employee may, at his option, relinquish substitute Flight Mechanic or Flight Mechanic assignment at any time, and shall forfeit all rights to future Substitute Flight Mechanic and Flight Mechanic assignments for a 90 day period from the date of relinquishment, unless waived by the Company, after all requests have been honored. A request to relinquish Flight Mechanic cannot be withdrawn after it has been received by the Company.

35.15(d) Flight Mechanics compete only among other Flight Mechanics within the shift preference project for shifts and work locations. Flight Mechanics compete within the overtime project for vacation scheduling and assignment of overtime. Flight Mechanic bonus will be removed during such assignment unless Flight Mechanic status is a valid requirement of the overtime assignment, as determined by the Company.

35.16 FLIGHT ENGINEERS

Where required, the Company will select employees from the Aircraft Mechanic classification by seniority, working on the CH-47 aircraft, to serve as Flight Engineers. Flight Engineers will be selected on the following basis: physical fitness to obtain an FAA Class III Medical Certificate and qualifications as required in the Flight Engineer job description, in accordance with seniority.

35.16(a) Employees desiring consideration for Flight Engineer jobs must have a valid request on file in accordance with Section 35.2

35.16(b) Substitute Flight Engineers will be selected from qualified volunteers by seniority from the Aircraft Mechanic classification working on the CH-47 aircraft by field and shift. Substitute Flight Engineers, when required by the Company, may function during the absence from the work location of, and need for a regular Flight Engineer, or training of a Flight Engineer for a period not exceeding 10 workdays, except the period can be extended because of vacation or by mutual agreement

between the Company and the Union. Substitute Flight Engineers may compete for available overtime in the Flight Engineer overtime project on the same shift/location after all regularly assigned Flight Engineers in that overtime project have been offered the available overtime.

35.16(c) When there is a surplus of Flight Engineers, Flight Engineer status will be removed from the least senior Flight Engineer. An employee displaced from Flight Engineer status may exercise all seniority rights as Aircraft Mechanic, and rights granted under Section 4.7(c). Substitute Flight Engineer status will be removed from the least senior substitute Flight Engineer at the affected location and shift when there is a surplus.

35.16(c)(1) An employee may, at his option, relinquish Substitute Flight Engineer or Flight Engineer assignment at any time, and shall forfeit all rights to future Substitute Flight Engineer and Flight Engineer assignments for a ninety (90) day period from the date of relinquishment, unless waived by the Company, after all requests have been honored. A request to relinquish Flight Engineer cannot be withdrawn after it has been received by the Company.

35.16(d) Flight Engineers compete only among other Flight Engineers for shifts and work locations. Flight Engineers compete within the overtime project for vacation scheduling and assignment of overtime. Flight Engineer bonus will be removed during such assignment unless Flight Engineer status is a valid requirement of the overtime assignment, as determined by the Company.

35.16(e) Substitute Flight Engineers may be assigned to perform ground functional checks and will not receive Flight Engineer bonus pay, unless then assigned in writing to perform Flight Engineer flight duties.

35.17 LEADERS

Where required, the Company will select employees from qualified volunteers from each applicable classification, by seniority, to serve as Leaders.

35.17(a) Employees desiring consideration for Leader jobs must have a valid request on file in accordance with Section 35.2.

35.17(b) When there is a surplus of Leaders, Leader status will be removed from the least senior Leader within the affected classification. An Aircraft Mechanic displaced from Leader status may exercise all seniority rights granted under Section 4.7(c).

35.17(c) An employee may, at his option, relinquish Leader assignment and shall forfeit all rights to future Leader assignments for a 90 day period from date of relinquishment, unless waived by the Company, after all requests have been honored. A request to relinquish Leader assignment cannot be withdrawn after it has been received by the Company.

35.17(d) Leaders compete with other employees in the same classification within their overtime project for vacation scheduling.

35.17(e) If a Leader is needed, Leaders compete first among other Leaders within the overtime project for assignment of overtime. Thereafter, Leaders may compete with other employees in the same classification within the overtime project; however, the Leader bonus will be removed during such assignment unless Leader status is a valid requirement of the overtime assignment, as determined by the Company.

35.17(f) Temporary Leader jobs, when required by the Company, will be offered first to senior qualified permanently assigned employees within the applicable classification and crew. Thereafter, the Temporary Leader assignment will be offered to other senior qualified permanently assigned volunteers within the applicable classification and overtime project.

35.17(f)(1) Temporary Leaders, when required by the Company, may function during the absence from the work location, and need for a regular Leader, or need for an additional Leader, for a period not exceeding 10 workdays, except the period can be extended because of vacation or by mutual agreement between the Company and the Grievance Committee Person. Temporary Leaders will compete for available overtime on the same basis as regular Leaders after all regularly assigned Leaders in the overtime project have been offered the available overtime.

35.18 FLIGHT CREW MEMBERS

Where required, the Company will select senior qualified employees by classification, shift and field location working on the type of aircraft requiring flight crewmembers. However, this assignment does not create a shift vacancy.

35.18(a) When the Company determines there is a surplus of flight crew members, the least senior flight crew member within the affected classification, shift, work location and type aircraft affected will relinquish his flight crew member card.

35.18(b) Employees who relinquish flight crewmember status for any reason other than shift, field or type aircraft change will forfeit all rights to future flight crewmember status for a 90-day period from date of relinquishment. Flight crewmember cards will be revoked when the holder changes shift, field, or type of aircraft.

35.19 CLASSIFICATION REALIGNMENTS

When there is an excess number of employees in a particular classification, and a shortage of employees in other classifications, the excessed employee(s) may compete for the vacant classifications together with those employees who have a classification change request on file for the vacancy(s). If the excessed employee(s) cannot or elects not to fill a vacancy, he may exercise the options provided in the indefinite layoff section.

35.19(a) Affected employees and the Union will receive no less than two (2) workdays notice.